

**EXHIBIT H to
DECLARATION OF WILLIAM HOCHBERG**

COHEN

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

JUAN CATALA D/B/A MAJIC
ENTERTAINMENT LLC D/B/A
ADRAWN MUSIC PUBLISHING,

Plaintiff,

- against -

18-CV-08401-PGG

JOOMBAS CO. LTD, JOOMBAS
MUSIC INT'L, JOOMBAS LLC,
JOOMBAS MUSIC GROUP, HYUK
SHIN, THE LA REID MUSIC
PUBLISHING COMPANY LLC, EMI
APRIL MUSIC INC., SONY/ATV
SONGS LLC,

Defendants.

DEPOSITION OF GARY COHEN

Taken Remotely

Wednesday, March 9, 2022

10:59 p.m. EST

STENOGRAPHICALLY REPORTED BY:

BRANDI BIGALKE, RPR, RSA, CSR No. 084-4870

JOB NO. 207806

1 COHEN

2
3
4 March 9, 2022

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6
7 Deposition of GARY COHEN, held remotely
8 before Brandi N. Bigalke, Registered
9 Professional Reporter, Realtime Systems
10 Administrator, Stenographic Court Reporter and
11 Notary Public in and for the State of
12 Minnesota.

COHEN

A P P E A R A N C E S:

Keith White

Attorneys for Plaintiff

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COHEN

INDEX PAGE

WITNESS	EXAMINATION BY	PAGE
GARY COHEN	Mr. Hochberg.....	8

EXHIBITS

COHEN EXHIBIT	PAGE
---------------	------

EXHIBIT 1.....	9
----------------	---

Cohen Expert Report

EXHIBIT 2.....	50
----------------	----

Court Order

EXHIBIT 3.....	93
----------------	----

Cohen Supplemental Report

EXHIBIT 4.....	100
----------------	-----

Schedule A2

EXHIBIT 5.....	104
----------------	-----

Exhibit F

EXHIBIT 6.....	127
----------------	-----

Complaint Exhibit E

REPORTER'S NOTE: All quotations from exhibits are reflected in the manner in which they were read into the record and do not necessarily indicate an exact quote from the document.

1 COHEN

2 * * *

3 THE COURT REPORTER: We are on the
4 record. I am Brandi Bigalke, court
5 reporter appearing for TSG Reporting.
6 Today's date is March 9 in the year 2022,
7 and the time is now 10:59 a.m. -- excuse
8 me -- 11 -- before I do this.

9 Mr. Cohen, what time zone are you
10 located?

11 THE WITNESS: I'm in Eastern. I'm
12 in New York.

13 THE COURT REPORTER: You're in
14 Eastern. Okay. Sorry about that. The
15 time is 12:00 p.m. Eastern Standard Time.

16 Okay. We are taking the remote
17 videoconference deposition of Mr. Gary
18 Cohen.

19 Will counsel introduce yourselves
20 and state your affiliation for the record.

21 MR. HOCHBERG: William Hochberg for
22 the Defendant, Hyuk Shin.

23 Do you need the spelling on that?

24 THE COURT REPORTER: I've got that.
25 Thank you.

1 COHEN

2 MR. PARNESS: Hillel Parness,
3 Parness Law Firm, also for Defendant.

4 MR. WHITE: Sorry. Keith White for
5 the Plaintiff, Juan Catala.

6 THE COURT REPORTER: Thank you.

7 And do all counsel stipulate to the
8 swearing of the witness remotely by the
9 court reporter?

10 (All counsel so stipulated and the
11 court reporter remotely swore in the
12 witness:)

13 GARY COHEN

14 Called as a witness and having been first duly
15 sworn, testifies as follows:

16 THE COURT REPORTER: Thank you.

17 You may begin, Counsel.

18 MR. HOCHBERG: Okay. I suggest that
19 the deposition will proceed pursuant to the
20 Federal Rules of Civil Procedure and
21 Evidence. We relieve the court reporter of
22 her obligation to maintain the original
23 under the federal rules. The original
24 transcript will be delivered to the
25 witness's counsel for delivery to the

COHEN

1
2 legal document. I would prefer to have my
3 client's attorney direct me with respect to the
4 court order or with respect to any
5 determinations. I'm not going to opine without
6 direction here.

7 Q. Well, you calculated damages in this
8 case, correct?

9 A. Correct.

10 Q. And for which cause of action did
11 you calculate damage?

12 A. I calculated under the
13 determination, under the instruction that
14 Catala is due 50 percent of the publishing
15 income related to the subject compositions.

16 Q. But my question was --

17 A. You asked me how I did it. That's
18 the answer.

19 Q. That's not what I asked you. I
20 asked you for what cause of action did you
21 calculate damages?

22 A. You'll have to tell me which cause
23 of actions or the attorney will have to tell me
24 which causes of action they are. You're asking
25 me to make legal interpretations which I'm

COHEN

not -- I'm not an attorney. I was asked to calculate royalties on an assumption.

Q. Okay. You just --

A. Damages on an assumption. So that's what I did. Don't tell me what I should have done or what I just said. That's what I did and that's what it says in my report.

MR. HOCHBERG: Could I ask the court reporter to please read back not this latest answer but the answer before this latest one from Mr. Cohen.

(The requested portion was read back by the court reporter.)

MR. HOCHBERG: And did he say something after that?

THE COURT REPORTER: No. That's when you asked me if I would read back. Would you like the one before it?

MR. HOCHBERG: No, that's okay.

BY MR. HOCHBERG:

Q. Okay. I'm going to read through this section right here starting with the -- reading this paragraph on Page 16 of the order from Judge Gardephe, and that's

COHEN

will be granted."

Do you understand what I just read?

A. In part. I don't want to make a legal determination.

Q. Can you tell me your understanding of what I just read.

A. I don't want to make a legal determination.

MR. WHITE: Note my objection continuous.

BY MR. HOCHBERG:

Q. Can you give me any understanding -- and you can take a moment to reread it if you like.

A. I'm not going to make a determination about a legal document, Mr. Hochberg. I am not a legal expert. I am a damages expert. And I did a damages report based on the -- based on the assumptions that I was provided by my client and my client's attorney.

Q. So you're refusing to answer?

MR. WHITE: Objection.

THE WITNESS: Obviously I'm not

COHEN

However, I'm not the one being deposed here.

So here's what we're going to do.

When I have a chance to ask Mr. Cohen questions, now that it's an issue, I will introduce the supplemental report and all of its exhibits into evidence in this deposition.

BY MR. HOCHBERG:

Q. So, Mr. Cohen, I asked you what assumptions Mr. White asked you to make with regard to the songs as far as what songs to include and what songs not to include.

And what were those instructions?

A. General instruction is that for all the relevant compositions, that Catala is due 50 percent of the publishing income.

Q. What instructions did he give you as to what the relevant compositions were?

A. Those that were entered into -- those that are written or acquired before January 1, 2014.

Q. And when did he give you those instructions?

COHEN

of damages then?

A. No. It's part of the total estimate of damages.

Q. And what's the difference between partial estimate of damages and part of total estimate of damages?

A. You take the \$599,000 that are in this document and combine them with the amounts which is 568,000 that are on Schedule B and then you have the total amount of damages.

Q. So the first item on this report is Warner/Chappell Advance?

A. Correct.

Q. The dollar amount there is 666,500, correct?

A. Correct.

Q. Has that number changed between this supplemental report and the original report?

A. No.

Q. And what methodology did you use to arrive at your figure of \$667,500?

A. The Warner Chappell agreement, which is referred to in my original report, is a publishing agreement that Shin did with

COHEN

Warner Chappell in which he was paid 750 million won I think. And I took an exchange rate from won to US dollars of .0089, and I came up with \$667,500 which is amounts that Shin received for his deal with Warner Chappell --

Q. And you --

A. -- can I finish? You asked me a question and I'm trying to --

Q. Certainly. Excuse me.

A. You're welcome.

So it's my understanding that Catala is due 50 percent of this amount.

Q. Okay. You said you saw an agreement that substantiates the basis for this amount of money. You said you saw that agreement?

A. Yes. That's part of the documents I believe in the original complaint. Let me find the reference if you'd like me to.

Q. Please do.

A. Okay. That's the supplemental report. I think we have to go back to exhibit --

Q. I think it's Exhibit F, if I may, to

COHEN

the original complaint. And I can put it up as an exhibit if that's helps.

A. That's all I would say is that it's Exhibit F. But if you'd like to put it up, that's --

Q. Yeah. Let's -- is there any other agreement besides Exhibit F to the complaint that you looked at regarding this so called Warner Chappell agreement?

A. Not that I recall.

Q. Okay. So let me put this in the chat and we'll call this an exhibit as well.

MR. HOCHBERG: Can we go off the record for a moment again?

(Off the record.)

(Deposition Exhibit 5 was marked for identification.)

MR. HOCHBERG: Back on the record again, please.

Back on the record, and we're marking this document which is Exhibit F to the original complaint in this case as Exhibit 5 did we say?

THE COURT REPORTER: Yes.

COHEN

MR. HOCHBERG: Five. And I'm going
to screen save this one.

BY MR. HOCHBERG:

Q. Can you see this?

A. I can.

Q. Is this the document that you were
referring to earlier regarding your first item
on your estimate of damages?

A. I understand what you mean, and yes.

Q. Okay. Is this a contract?

A. Can I see the whole document? Can
you stop, start at the top?

Q. Yeah.

A. It looks like it's a proposal for an
administration agreement.

Q. And do you consider that to be an
agreement?

A. I would have to defer to the
attorneys to determine whether that's an
agreement or not.

Q. Can you answer this question either
yes, no, or I don't know?

Is this a contract?

A. I don't know.

COHEN

Q. And yet you used it as the basis for your estimate of 667,500 owed or used to come up with your damage calculation, correct?

A. Not correct. I used half of that amount. Not the total.

Q. And you made an assumption that this was an agreement, didn't you?

A. I made an assumption that Shin received the advance referred to in this document.

Q. And how did you come up with that assumption?

A. I was advised by counsel.

Q. And which counsel?

A. I only have one counsel here. Mr. White.

Q. So Mr. White told you this was an agreement and that Mr. Shin received money as a result thereof?

A. Mr. White told me that this was relevant to my calculation, I should include it.

Q. Okay. But you see here now that this is a proposal.

COHEN

In the first sentence of the agreement, it says that it's a proposal for an agreement, correct?

A. That's what the document says.

Q. Do you have any evidence to suggest that it's anything other than a proposal?

MR. WHITE: Objection.

MR. HOCHBERG: You can answer the question.

THE WITNESS: I have no other documents related to this advance.

BY MR. HOCHBERG:

Q. And do you see a signature on this document?

A. I do not.

Q. Have you ever seen this document with a signature on it?

A. No.

Q. And what proof do you have that this document substitutes an agreement that was ever entered into?

MR. WHITE: Objection.

THE WITNESS: In my view, the relevant -- I don't know if there are

COHEN

extrinsic documents or not, but I am referring to the advance in this document and whether it was paid or not.

BY MR. HOCHBERG:

Q. And you were instructed or you were told by Mr. White that Mr. Shin received money as a result of this document, correct?

A. Mr. Shin received money as to his relationship with Warner Chappell. There may be other documents that I haven't seen.

Q. Oh, so now you're saying there may be other documents that you haven't seen?

A. I just said that, yes.

Q. And where might one find such a document?

MR. WHITE: Objection.

THE WITNESS: I don't have it.

Maybe Mr. Shin has it.

BY MR. HOCHBERG:

Q. Okay.

A. I don't know. I don't know anything more than I was advised to include this advance in my calculation and so I did.

Q. And did Mr. Catala tell you anything

COHEN

about this document?

MR. WHITE: Objection.

THE WITNESS: No, he did not.

BY MR. HOCHBERG:

Q. And if there is no other document pertaining to this alleged advance, you would agree that there's no basis for you to have a line item of \$667,500 in your damage estimate, wouldn't you agree?

A. No.

MR. WHITE: Object.

THE WITNESS: I would not agree.

It's whether the money was paid to Shin or Joombas or not.

Not having the books of Shin or Joombas I can't determine whether or not he received this amount of won in 2017 or not.

BY MR. HOCHBERG:

Q. Did you ask Mr. White any questions about the advance, alleged advance, or did you accept his word that --

A. Of course I accepted his word. Why would he lie to me?

Q. Do you have any evidence of this

COHEN

being a completed contract with money paid?

A. I do not have anything more than this document related to this transaction with Warner Chappell Music.

Q. So you accepted Mr. White's instructions, no questions asked, correct?

A. I accepted Mr. White's instructions, yes.

Q. And if it turns out that there is no evidence of an advance being paid to Mr. Shin and this proposal, you would remove that item from your damage calculation, wouldn't you?

A. I would remove it if I'm advised that the amounts were not paid.

Q. And did you consider doing an independent verification to see if this agreement was ever entered into?

A. As I said in my report, I asked for all documents related to income received by Shin. I did not receive all documents. I never saw his books. I never saw Joombas's books. It may have been in won which would be unreadable to me.

I wasn't given a whole hell of a lot

COHEN

information of a financial nature. I did the best with what I had. I was advised by counsel to include this amount, so I did.

Q. And you understand that Joombas is not a party to this action anymore, right?

A. I under -- I don't know if that's the case. I'll defer to Mr. White on that.

Q. And is your damage calculation generally, is it based on profit only to Shin or is it based on profit to Shin and Joombas?

A. Shin and his related companies, but it's not based on -- it's based on -- it's based on net publisher's share related to the acquired compositions or compositions written by Shin. So that's a little different.

If Shin erroneously took an acquired composition and threw it into Joombas, then it's an acquired composition. If it was written before January 1, 2014. Written and registered, I would say, or acquired.

Q. So you did include -- you did include profits to Shin or profits to Joombas --

A. I didn't -- I didn't use profits.

COHEN

Q. Well, you included net income to Shin and to Joombas, correct?

A. I included what -- I included what I was given. A lot of it was indecipherable. As I said, I never saw Joombas's books. I never saw Shin's books. I did note that Shin was understating his actual ownership share of compositions and that's what led to this -- partially to this action.

Q. And was it Mr. White that told you to consider Joombas income or profits to Joombas, correct?

A. He told me to consider this document and to include the advance.

Q. And so you're making an assumption that everything was erroneously handed by Shin to Joombas; isn't that correct?

A. No. Shin kept some things in his own name.

Q. And how do you know that Shin allegedly underreported income?

A. Because I'm advised by that by counsel.

Q. So Mr. White --

COHEN

1
2 A. Yeah. That's part of the action.
3 And in addition, I saw in the SCORE reports
4 that were just part of the exhibits we just put
5 up here, the writer splits, that Shin reported
6 very small percentages as being writer and then
7 those were used by Sony ATV to calculate very
8 small amounts of money to Catala. So I
9 uplifted them in my Schedule B to get to what
10 was the appropriate percentage that should have
11 been paid on the -- uplifted on the income paid
12 to Catala by Sony ATV.

13 Q. Well, that's a fine answer but to a
14 question that I didn't ask you.

15 A. Okay. You got an extra then.

16 Q. Okay. Did Mr. White tell you to
17 exclude anything that went to Jombas from your
18 calculation?

19 A. I'm not sure I included anything.
20 He did not specifically give me that
21 instruction.

22 Q. And Mr. White told you that Mr. Shin
23 allegedly was making small -- was allocating
24 small songwriter percentages to compositions,
25 and you assume that they were too small,

COHEN

correct?

A. That's in the complaint.

Q. But you assumed that to be the case, correct?

A. I assumed that to be the case.

Q. And it was Mr. White who told you that Mr. Shin was allegedly reporting smaller percentages in terms of songwriting than he should --

A. My understanding is that Shin allegedly assigned percentages of songs he wrote or acquired to writers -- to other writers, and he allegedly did not report registering some songs that were registered perhaps overseas. That's what the complaint is about, in my words of course.

Q. So Mr. White told you that the percentages Shin stated for himself were too small, correct?

MR. WHITE: Objection. Objection.

Bill, that's asked and answered four times now.

MR. HOCHBERG: You can answer the question.

1 COHEN

2 MR. WHITE: No, he cannot answer the
3 question. Move on.

4 MR. HOCHBERG: I'm sorry. You're
5 instructing the witness not to --

6 MR. WHITE: I'm instructing him not
7 to answer the question, yes.

8 MR. HOCHBERG: On what basis?

9 MR. WHITE: On the basis that it's
10 been asked and answered four times and
11 you're trying to create something else that
12 doesn't exist here.

13 MR. HOCHBERG: Completely
14 inappropriate objection.

15 BY MR. HOCHBERG:

16 Q. Mr. White -- sorry.

17 Mr. Cohen, do you know -- have you
18 done an independent inquiry into those
19 percentages to determine whether they were too
20 small?

21 A. No.

22 Q. And were you ever in the room when
23 songwriters were creating songs that are
24 reflected in any of these statements?

25 A. I'm sorry?

COHEN

April 1 of 2011?

A. Correct.

Q. Rather than September of 2012, which is six years before the filing of the complaint?

A. Is that a question?

Q. Yes.

Is that correct?

A. He told me it starts April 1, 2011. I just answered that.

Q. Right. Now, April 1 which is April Fool's Day by the way, but April 1 was the date of the first contract that Mr. Catala had Mr. Shin sign, April 1.

Are you aware that that was the date of the first contract?

A. I'd have to go look at the contract.

Q. Okay.

A. Do I need to?

Q. No. I just thought you might recall. It seems that that's the confusion here.

A. I don't think -- that's not my confusion. I was given this date.

COHEN

Q. So Mr. White gave you that date; I understand.

Okay. Number 4 going up a couple numbers here. Number 4 it says, "Except for publically-available information as otherwise stated herein, the information I relied on in this analysis was provided to me by counsel. I did not independently verify the accuracy and completeness of this information."

When you say publically-available information, can you explain that a little bit?

A. The internet.

Q. And that's a big thing, the internet. Is there any particular --

A. The public is a big thing.

Q. I'm sorry?

A. I said the public is a big thing.

Q. Right. But you say the internet. Is there --

A. Well, if I wanted to look -- if I wanted to research something, I would generally first look on Wikipedia or something to see if I could find it. If I was to research it. But generally I relied on information provided to

COHEN

me by counsel.

Q. So you can't point to any like publically-available information in particular that you looked at in order to verify the accuracy and completeness of this information?

A. Correct.

Q. Okay.

A. Not that I recall sitting here anyway.

Q. And when you say at the end of that Number 4, "I did not independently verify the accuracy and completeness of this information," but you could have verified the accuracy and completeness of this information in some regards; is that correct?

A. I don't know.

Q. Okay. Number 5 here. It says, "I requested complete financial information related to royalties received by Shin, his company Joombas as relates to compositions Shin wrote or acquired, including all sources of revenue for all relevant compositions. To date, I did not receive this information."

And so who did you request -- you

COHEN

50 percent of the publisher's share.

Q. Catala is not entitled to any of the writer share; is that correct?

A. That's my understanding.

Q. And Catala -- strike that.

Okay. In Number 9 you say that Mr. Shin's writer share is understated in the statements at issue in this case, correct?

A. I say that, yes.

Q. And how do you know that?

A. I was advised by counsel and that's what the case was about in the complaint.

Q. Okay. And moving down to your analysis. When you say, I tabulated the amount of royalties reported to Catala for the period 2014 to 2019 -- beginning of 2014 to the end of 2019 for each subject composition.

But you're not sure whether those subject compositions fall within the relevant time period or not in terms of when they were --

A. I am sure because I was advised they were.

Q. So because you were advised that

COHEN

they were by Mr. White, you are certain that that is a fact, correct?

A. I'm advised that -- my calculation is based on that. I didn't do further research.

As I said if you would like to dispute any of the compositions on my list, you're certainly free to do so and present a rebuttal report.

Q. So you have an amount on number F here, I'm looking at 11F. Roman Numeral IV, 11F. You say the result is \$381,032.

A. Correct.

Q. And what does that amount represent?

A. It represents the revised amount of royalties that should have been paid to Catala had the percentages in 11D been used instead of the percentages that Sony ATV paid Catala.

This is all -- this paragraph 11 is an attempt to put in words to calculations that are on Schedule B. You may want to look at it in conjunction with Schedule B to help your understanding of what I did.

Q. Then on number I at the bottom of

COHEN

Number 11 here.

A. Yes.

Q. You say, "The net amount due Catala with respect to royalties reported by Sony ATV to Catala is \$568,094."

A. Correct.

Q. And that -- that's an amount you calculated by looking at the Sony royalty statements that you got a few days ago, correct?

A. I explained in this analysis how I got to that number and Schedule B is the calculations on a spreadsheet.

Q. But they're based on the statements from Sony, correct?

A. Correct. From Sony to Catala.

Q. And so you know how much Catala was paid by Sony pursuant to those statements?

A. Yes. It's on Schedule B. Page 3 at the bottom.

Q. How much is that?

A. \$161,438 rounding.

Q. And that is a total amount from beginning to end?

COHEN

of co-publishing and Catala should have been paid 1.5 percent -- times that I believe.

Q. Do you have any idea why Mr. Catala would be paid 1 and a half times of what Mr. Shin was paid, if that's true?

A. I believe Catala was owed, what was it, 37 and a half percent and Shin was owed 25 percent.

Q. Of what?

A. Of the settlement amount that LA Reid paid him.

Q. Well, why in your understanding would Mr. Catala be entitled to 1 and a half times more than what Mr. Shin --

A. Because I was advised that by counsel.

Q. So Mr. White told you that Mr. Catala should be paid 1 and a half times more than what Mr. Shin was paid?

A. In the settlement as an alternative calculation, yes.

Q. And have you -- do you have any idea of what Mr. Catala, what services Mr. Catala provided to Mr. Shin?

COHEN

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A. He was a copublisher.

Q. Well, publishing -- what does a
co-publisher do?

A. He originally was the publisher. He
administered the compositions and collected the
money, paid the writer. That's what a
publisher typically does.

Q. But you read Contract 1, didn't you?

A. Did I read it?

Q. Yeah.

A. I reviewed it, yes.

Q. Reviewed.

A. I don't remember it sitting here.

Q. Do you remember that it stated, in
Contract 1, that those functions that you just
stated, which is administration, would be
handled by EMI and not by Mr. Catala?

A. Is that in Contract 1?

Q. Yes.

A. I don't recall.

Q. You don't recall that.

So what other -- did you ever have
an interview with Mr. Catala in connection with
being hired or working on this case?

COHEN

A. Did I ever have an interview? I might have spoke to him along the way.

Q. Did he ever tell you anything about what he did for Mr. Shin's career, if anything?

A. No.

MR. WHITE: Objection.

BY MR. HOCHBERG:

Q. But you just take it on faith from Mr. White that he should be paid 1 and a half times what Mr. Shin is paid?

A. I was advised that that's the percentage and so that's what I used.

You have to remember I'm a damages expert here. I'm not -- if I'm given information by counsel, I apply it. If it could be verified, great.

Q. But you state a basis which Mr. Catala should receive 1 and a half times what Mr. Shin did even though you have no knowledge of anything that Mr. Catala is responsible for doing, including collecting --

A. I did not interview -- I did not interview Mr. Catala.

MR. WHITE: Just note my

1 COHEN

2 MR. HOCHBERG: For the record,
3 Mr. White signed off.

4 Mr. Cohen, you are instructed not to
5 confer with your counsel under any
6 substantiate issue.

7 (The witness logged off and left the
8 deposition proceeding.)

9 MR. HOCHBERG: We're still on the
10 record. It is not over.

11 It was improper for Mr. Cohen and
12 Mr. White to just leave without -- we had
13 planned to ask a couple more questions and
14 then to arrange for a continuation of this.

15 So you know, the deposition remains
16 open and we'll just be in touch with you,
17 Brandi. Thank you.

18
19 (Whereupon, the deposition was
20 adjourned at 4:22 p.m. EST)

J U R A T

I, _____, do hereby certify under
penalty of perjury that I have read the foregoing
transcript of my deposition taken on _____;
that I have made such corrections as appear noted
herein in ink, initialed by me; that my testimony as
contained herein, as corrected, is true and correct.

DATED this ____ day of _____, 20 __, _____
at _____, _____.

SIGNATURE OF WITNESS

1 NAME OF CASE:

2 DATE OF DEPOSITION:

3 NAME OF WITNESS:

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page _____ Line _____ Reason _____

9 From _____ to _____

10 Page _____ Line _____ Reason _____

11 From _____ to _____

12 Page _____ Line _____ Reason _____

13 From _____ to _____

14 Page _____ Line _____ Reason _____

15 From _____ to _____

16 Page _____ Line _____ Reason _____

17 From _____ to _____

18 Page _____ Line _____ Reason _____

19 From _____ to _____

20 Page _____ Line _____ Reason _____

21 From _____ to _____

22 Page _____ Line _____ Reason _____

23 From _____ to _____

24

25 _____

